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SUPREME COURT OF NEW JERSEY  
AS A CIVIL TRIAL ATTORNEY  
\*MEMBER OF N.J. & N.Y. BAR  
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November 20, 2003

PERSONAL AND CONFIDENTIAL

Dr. William J. Austin, President  
Warren County Community College  
475 Route 57 West  
Washington, NJ 07882

Re: Employment Agreement

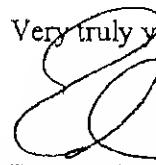
Dear Will:

This will confirm our telephone conversation regarding the meaning of certain provisions of your Employment Agreement with the College. We agreed that the following interpretations and clarifications would control:

1. Paragraph 4B, Annual Adjustment to Base Salary. The annual adjustment to salary would take place on the anniversary date of your employment with the College; i.e., the tenth day of November of each year.

To the extent that any other interpretation of the Contract could be rendered, this letter shall take precedence.

I trust that the above comports with your understanding. If so, kindly acknowledge your agreement in the space provided below. Naturally, if I have mis-stated any interpretation, please contact me immediately upon your receipt of this letter.

Very truly yours,  
  
Edward S. Nagorsky

*Thirty Years of Excellence*

## EMPLOYMENT AGREEMENT

### 1. Preamble

This employment agreement is entered into as of November 10, 2003 by and between the Board of Trustees of Warren County Community College, a public body and institution established by the laws of the State of New Jersey (hereafter referred to as the "Board") and William J. Austin, Ed.D., an adult individual and resident of the State of New Jersey (hereafter referred to as the "Employee"). (This employment agreement is hereafter referred to as the "Agreement".) The parties agree as follows:

### 2. Term

#### *A. General Term*

The Board shall employ the Employee under the terms and conditions of this Agreement commencing on **November 10, 2003**, and end at midnight on **June 30, 2007**, prevailing time, unless otherwise renewed or terminated as provided in this Agreement. Upon execution of this Agreement, the Employee shall immediately resign from all other employment responsibilities, except as provided in Section 9, below.

#### *B. Renewal of Agreement*

##### *(1) Automatic Renewal.*

Unless notice of non-renewal is given by the Board to the Employee on or before **June 30, 2006**, the term of this Agreement shall automatically renew for a term consisting of two additional years, such renewal term commencing **July 1, 2007** to **June 30, 2009**.

This automatic renewal provision shall be an integral part of any renewal term or increased term and shall apply to each consecutive renewal. By way of illustration and not of limitation, if the first automatic renewal term of July 1, 2007 to June 30, 2009 comes into effect, unless notice of non-renewal is given by the Board to the Employee on or before June 30, 2008, the term shall automatically renew for an additional two years from June 30, 2009 to June 30, 2011.

##### *(2) Optional Renewal.*

The Board may also elect to renew the term of this Agreement for increased term of three (3) years or four (4) years, in its sole discretion, prior the automatic renewal. The Board shall be under no obligation to offer an increased term. In the event that the Board elects to renew the term of this Agreement for an increased term, all other provisions of this Agreement shall continue in effect for the new term, including the automatic renewal provision above.

#### *C. Resignation by Employee*

Notwithstanding the foregoing provisions, the Employee may resign by giving not less than ninety (90) calendar day's written notice of the Employee's resignation to the Board. The Employee shall continue to be paid the regular salary and benefits up to the date of termination and shall not be entitled to any other payment under this Agreement. The Employee shall continue to perform his duties and responsibilities as President unless released by the Board.

### **3. Duties, Responsibilities and Reporting**

#### *A. Appointment*

Subject to execution of this Agreement and ratification by the Board, the Employee will be appointed as President of the College. The position of President is a public and highly visible leadership position both within the college community and throughout the general population. As President, the Employee will symbolize and represent the character and integrity of the college. The Employee will be responsible for overseeing all aspects of the College's management, operation and administration in pursuit of the Board's stated mission through specific goals and objectives to be established and adjusted by the Board from time to time. The Employee is responsible for executing and implementing identified policies, goals and objectives through the day-to-day management of the College. The Employee will report directly to the Board. The Employee shall perform and discharge his duties and responsibilities pursuant to the Board's policies and procedures in effect from time to time, which include the College's Administrative Policy Manual. The Employee will provide the Board with appropriate information, in a timely manner, in order that the Board may promulgate and refine the College's mission, policies, procedures.

#### *B. Other Duties*

Subject to the direction of the Board of Trustees and College policies and procedures in effect from time to time, the Employee will (1) provide leadership for academic excellence; (2) administer the instruction, student services, marketing, and business affairs of the College; (3) periodically direct the review of College policies; (4) promote and endeavor to maintain positive College image in the community; (5) establish and maintain sound working relationships with other governmental agencies; (6) endeavor to maintain and improve professional competence; (7) serve as the College's designated administrative representative with respect to all matters concerning employer-employee matters; (8) annually evaluate administrative employees reporting directly to the Employee and participate in the evaluation of the remaining employees in accordance with College procedures; (9) manage and control college property and enter into contracts on behalf of the College as authorized by the Board, (10) work directly and cooperatively with the Chairperson of the Board of Trustees to keep the Board informed and educated about all College matters in a timely manner.

#### *C. Accountability*

The Employee is accountable to the Board of Trustees, the governing body of the College. Decisions of the Board of Trustees acting as a body shall be binding upon the Employee, except in instances when the Board, acting as a body, delegates appropriate functions to the Chairperson of the Board of Trustees or committee of the College.

### **4. Compensation**

#### *A. Base Salary*

The Employee's initial base salary shall be \$118,000.00 per year paid by the Board in accordance with College payroll procedures.

#### *B. Annual Adjustment to Base Salary*

The Employee shall receive an annual increase to Base Salary equal to 4.0% of the Base Salary in effect each year this Agreement is in effect, provided that the written performance evaluation as

described in Section 5 below is at least "satisfactory". In the event that the Board determines the Employee's performance to be less than "satisfactory", the Employee shall not be entitled to this Annual Adjustment. Such a determination shall be made once each year in connection with the Performance Review set forth below and shall not be cumulative. Nothing in this Agreement shall prohibit the Board from granting a higher salary adjustment upon outstanding performance, or on the implementation of a Board approved incentive program.

*C. Discretionary Annual Performance Payment*

The Board may consider, in its sole and absolute discretion, the award of an annual performance payment as part of the annual performance review set forth in Section 5 below. If the Board chooses to make such an award, it shall be considered a one-time discretionary payment for exemplary performance and shall not obligate the Board to award any future performance payment.

*D. Relocation Expense and Housing Allowance*

- (1) The Board shall reimburse the Employee for the cost and expense of relocation for moving and storage of household items and personal possessions to the College area. The Employee shall submit three (3) estimates to the Board in advance of incurring such cost and expense for review and approval for payment by the Board.
- (2) The Board shall pay to the Employee at the commencement of this Agreement and on the first business day of each month thereafter during the term of this Agreement the sum of One Thousand dollars (\$1,000.00) as a housing allowance toward the Employee's cost and expense of establishing and maintaining a residence in the College area.

**5. Performance Reviews**

*A. Initial Performance Review*

The Board shall prepare and deliver an initial performance review of the Employee's performance no later than May 31, 2004 for the purpose of the Board providing feedback, comments, suggestions and observations to the Employee, establishing goals and objectives for the following year and discussing issues pertinent for the College's coming academic year and long range plans. This review shall be done both in writing and an executive session meeting with the Board and the Employee.

*B. Annual Performance Review*

The Board shall prepare and deliver an annual written review of the Employee's performance no later than May 31 of each year starting in 2005, which shall include a meeting in the Board's executive session with the Employee, for the purpose of reviewing such objectives and responsibilities. Such annual reviews may include prioritizing job objectives and establishing timetables and resources for completion of such objectives.

**6. Fringe Benefits**

*A. General Benefits*

The Employee shall be afforded family health and dental insurance, disability insurance of \$75,000.00 per year, life insurance coverage equal to two times the annual base salary in effect from

time to time not including any performance one-time payments, and retirement benefits in accordance with the College policies and procedures as provided to other academic administrators.

The Employee also shall be afforded 20 vacation days, 12 sick days, and 3 personal days each year that may be accumulated in accordance with College policies in effect from time to time.

*B. Other Benefits*

In addition to those listed above, the Board shall provide the following additional benefits:

- (1) **Vehicle.** The Employee shall be provided with a college-owned or leased vehicle, suitable to the Board, for business and personal use during the term of this Agreement. The Board shall be responsible for the insurance and general maintenance of the vehicle during the term of this Agreement. Given the duties expected of the Employee and the fact that the Employee if frequently representing the College on nights and weekends, the Employee shall be and hereby is given the right to utilize the vehicle provided by the Board and the Employee is exempt from use restrictions for other College vehicles in the College policies and procedures as may be in effect from time to time. Notwithstanding the foregoing, the Employee shall abide by all laws, rules and regulations concerning the operation of the vehicle on public roadways.
- (2) **Retirement Annuity.** The Board shall contribute an additional amount equal to two percent (2.0 %) of the Employee's base salary to a qualified retirement annuity for each year or portion thereof that this Agreement remains in effect, which shall be in addition to any regular pension benefits. Such contributions shall become vested at the end of the term of this Agreement. Subsequent contributions must be made at least annually by the Board, but may be made more frequently if the Board elects to do so.
- (3) **Travel and Entertainment Expenses.** The Board exempts the Employee from the levels of reimbursement restrictions for travel and reimbursement expenses as covered by Board policies and procedures and/or the Policy and Procedure Manual of the College. The Board agrees to reimburse the Employee for his customary and reasonable expenses incurred in connection with performing his duties as President of the College. Prior to reimbursement, the Employee shall submit an expense report including receipts and other documentation to the Business Services Committee of the Board for approval prior to reimbursement.

**7. Termination of Contract**

This Agreement may be terminated in advance of the expiration date set forth in Section 2 above, upon any of the following events or conditions:

*A. Death of the Employee*

*B. Retirement of the Employee*

*C. Disability of the Employee*

In the event the Employee becomes ill or disabled, and is unable to perform the essential functions of the position with or without reasonable accommodation of the position, the Board may require a

fitness for duty examination and the Employee shall not unreasonably withhold consent. The examination, to be performed by a licensed physician selected by the Board, will be for the purpose of determining if the Employee's inability to perform the essential functions of the position will likely continue for a period of at least six (6) months from the initial date of illness or disability. The physician's determination will be provided to both parties, and the Board agrees the report shall be held in the strictest confidence.

Upon a determination that the inability to perform the essential functions of the position will likely continue for a period of at least six (6) months from the initial date of the illness or disability, the Employee will immediately vacate the Employee's position and will be assigned as "Administrator on Special Assignment." The Employee will be entitled to use sick leave, vacation, and family leave as may be permitted by law, and/or disability retirement as though continuing in the position of Employee. The Employee's employment will terminate when all paid or unpaid leaves have been exhausted.

Notwithstanding the foregoing, the Employee is a "key employee" for purposes of the Family and Medical Leave Act and such other statutes or regulations as may be in effect from time to time concerning a leave of absence by the Employee.

#### *D. For Cause*

In the event that the Board claims that cause exists to terminate the Employee prior to the expiration of this Agreement, the Board shall provide the Employee with a written statement of its intent to discharge and the reasons for discharge. Before the Board may take such action to terminate the Employee for cause, the Employee is entitled to meet with the Board, within thirty (30) calendar days of the issuance of the written statement. The Employee may be represented by legal counsel at the Employee's expense and may present any relevant evidence to the Board to rebut the stated reasons for discharge. After the conclusion of such hearing, the Board may take such action as it deems appropriate. The Employee will receive no further salary or benefits if the Board terminates the Employee for cause, except as may be required by law.

### **8. Contingencies**

#### *A. Due Diligence by Board*

This Agreement is expressly contingent upon the satisfactory completion of due diligence by the Board, including, but not limited to, in depth background checks of the Employee, references, academic and professional credentials, history and records, and the like. The Board shall diligently commence, pursue and complete such due diligence within ninety (90) days from the date of this Agreement. The Employee represents and warrants that all information provided to the Board at any time concerning the Employee's background, qualifications and credentials shall be true and correct. In the event that any untruthful or materially derogatory or negative information is developed concerning the Employee during this period, the Board may elect to request a formal or informal response from the Employee to respond to or refute such information. If the Employee's response is unacceptable or if the Employee fails or refuses to respond promptly to such information, the Board may proceed to terminate the Employee as set forth in Section 7.D above. This provision shall not prevent or prejudice the Board's right to terminate the Employee for cause at any time or not renew this Agreement if any information or representation is found to be untruthful or materially derogatory or negative.

*B. Ratification by Board of Trustees*

This Agreement is subject to ratification by the Board, which will be promptly sought and communicated to the Employee.

**9. Conflict of Interest**

The Employee may participate in civic and charitable organizations in the community pursuant to the College's conflict of interest policy as may be in effect from time to time. In light of the significant responsibilities expected and required of the Employee by the Board and the plan of compensation set forth above, the Employee shall not engage in any outside employment during the term of this Agreement, excluding a limited transition from the Employee's previous employment for a period of not longer than 60 days.

**10. Governing Law and Forum**

Any controversy involving the construction, application or interpretation of this Agreement or any of its terms, conditions or provisions, or any claims arising out of this Agreement or the discussions prior to the execution of this Agreement will be governed by the laws of the State of New Jersey and the Superior Court of New Jersey, Warren County shall be deemed to be the exclusive forum for the resolution of any disputes concerning the foregoing.

**11. Notice**

Any notices contemplated or required by this Agreement shall be delivered as follows:

If to Board: Warren County Community College  
Attention: Chairperson of the Board of Trustees  
"Personal and Confidential"  
475 Route 57 West  
Washington, NJ 07882

With a copy to: Courter Kober & Cohen, P.C.  
1001 Rt. 517  
Hackettstown, NJ 07840

If to Employee: William J. Austin, Ed. D.

With a copy to: John J. Armano, Jr., Esq.  
Trimble Associates  
900 Route 168  
Turnersville, NJ 08012

Such notice shall be deemed effective upon the earlier of the party's actual receipt or three (3) business days after such notice is sent by overnight mail by a nationally recognized carrier or USPS certified mail, return receipt requested.

#### 12. Complete Agreement

This Agreement contains the entire agreement and understanding between the parties. Except for the provision of Section 8.B above, both parties are competent and authorized to enter into this Agreement. Both parties have been represented by legal counsel of their choosing in the negotiations and discussions leading up to this Agreement and have had ample opportunity to consider and reflect upon the provisions and requirements of this Agreement. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not expressly set forth in this Agreement. This Agreement may not be altered, amended, or modified without such change being reduced to writing, reviewed by respective counsel, duly authorized, and executed by the parties.

#### 13. Severability

If any part or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to public policy, the parties agree to ratify this Agreement with the affected part or provision (and only that part or provision) considered to be omitted from this Agreement.

#### 14. Counterparts

This Agreement may be executed in any number of counterparts each of which shall be an original, but all of which together shall constitute one document and agreement.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound hereby, have set their hands and/or seal and executed this Agreement as of the day and year first set forth above:

Attest:

By:

Name:

Title: Secretary, Board of Trustees  
Warren County Community College

Witness:

By:

Name:

98798

EMPLOYER:

By:

Name:

Title: Chairman, Board of Trustees,  
Warren County Community College

EMPLOYEE:

By:

Name:

William J. Austin

# PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT A

Effective on September 24, 2004, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

## PURPOSE

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003. This will be the first amendment to the Employment Agreement.

## AMENDMENT A

That the Board of Trustees of Warren County Community College on the twenty-fourth day of September, 2004 exercised their authority under the revised Optional Renewal to extend the existing Employment Agreement with the President for an increased term of an additional three (3) years ending on June 30, 2010. Further, the Warren County Community College Board of Trustees also agreed to modify Section 9. *Conflict of Interest*.

That Section 2. Term, Sub-Section B. Renewal of Agreement, Sub-Section (1) Automatic Renewal will thus be henceforth be amended, entered into, and read as:

*B. Renewal of Agreement*

*(1) Automatic Renewal.*

Unless notice of non-renewal is given by the Board to the Employee on or before **June 30, 2009**, the term of this Agreement shall automatically renew for a term consisting of two additional years, such renewal term commencing **July 1, 2010** to **June 30, 2012**. This automatic renewal provision shall be an integral part of any renewal term or increased term and shall apply to each consecutive renewal. By way of illustration and not of limitation, if the first automatic renewal term of July 1, 2010 to June 30, 2012 comes into effect, unless notice of non-renewal is given by the Board to the Employee on or before June 30, 2011, the term shall automatically renew for an additional two years from June 30, 2012 to June 30, 2014.

That Section #9. *Conflict of Interest* will henceforth be amended, entered into, and read as:

*9. Conflict of Interest.*

The Employee may participate in civic and charitable organizations in the community pursuant to the College's conflict of interest policy as may be in effect from time to time. In light of the significant responsibilities expected and required of the Employee by the Board and the plan of

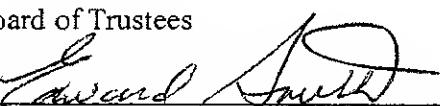
compensation set forth above, the Employee shall not engage in any outside employment during the term of this Agreement, excluding any contract related to the development, authorship, and publishing of books.

**EFFECTIVE**

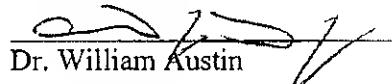
Except for the amendments agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of Trustees and President William Austin remains in full force and effect.

Dated: November 2004

Board of Trustees

  
\_\_\_\_\_  
Mr. Edward Smith, Chairman of the Board

President

  
\_\_\_\_\_  
Dr. William Austin

## **PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT B**

Effective on June 16, 2005, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

### **PURPOSE**

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003 and modified by length of contract (extended three years) on September 24, 2004. This will be the second amendment to the Employment Agreement.

### **AMENDMENT B**

As the President is entitled to reimbursement for reasonable business expenses incurred in the exercise of duties as President (Section Number 6, Letter B, Subsection (3)). The Board of Trustees is supplementing Section Number 6, Letter B, Subsection (3) which benefits are in addition to those already provided in Section Number 6, Letter B, Subsection (3) without modifying or replacing the existing benefits of that provision. The Board realizes that certain expenditures of the College President completed in the exercise of regular duties do not always fall within the provision of a reimbursable expense under normal means. However, as said expenses are directly related to the advancement, marketing, and fund raising for the College, an allowance to support these normal activities should be made to reimburse the President for the performance of these professional duties. Therefore, the Board of Trustees agrees to compensate the President, in the form of a non-pensionable stipend, henceforth called an "Advancement Allowance" at the following rate:

- a) Annual stipend not to exceed \$6,000 in any fiscal year for the remainder of the agreement term to be used solely toward the expenses related to the President's direct costs in maintaining business relationships with local business leaders, potential donors, and local decision makers; most critically in membership(s) in any clubs or organizations deemed appropriate by the President. Annual stipend cannot be processed without signature of the Board Operations Committee Chairperson.

Furthermore, the President agrees that the above allowance is to be used for the sole purpose of advancing, marketing, or fund raising for the College. The employee further agrees to make an annual verbal report in December to the College Operations Committee on the appropriateness and continued benefit of the Allowance.

The President also agrees to suspend the Allowance, if acting in the duties of the presidency, it is determined at any time that the fiscal conditions of the College would warrant a suspension of such advancement activities and related expenditures.

The President further agrees that the Operations Committee Chairperson may make a recommendation to the Board of Trustees in any year at the Board Meeting directly following the December verbal report to repeal or suspend Amendment B to the Employment Agreement with or without cause.

#### **EFFECTIVE**

Except for the amendment agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of Trustees and President William Austin, and last amended on September 24, 2004 remains in full force and effect.

Dated

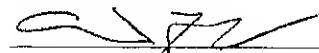
6/15/05

Board of Trustees



Mr. Harry Brown, Secretary

President



Dr. William Austin

# PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT C

Effective on November 7, 2005, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

## PURPOSE

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003, modified by length of contract (extended three years) on September 24, 2004, and further modified on June 16, 2005 to include a special provision to allow the president to engage in professional service. This will be the third amendment to the Employment Agreement.

## AMENDMENT C

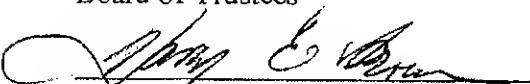
As the President is a higher education professional engaged in the advancement of higher education through the development of new leaders and other higher education professionals and provided said participation does not unreasonably interfere with the Employee's job duties or responsibilities with the College. The existing contract, Section 9. *Conflict of Interest* which limits the president's right to engage in employment outside of his obligation to Warren County Community College, will be amended to allow the president to teach no more than two online graduate courses per year at universities of his choice, and will further allow him to serve graduate students as a dissertation advisor or chair. All such activities will occur outside the normal and customary work hours of the president. Further, the president must always place the activities and duties of Warren County Community College above those of any other personal commitment described within this amendment.

## EFFECTIVE

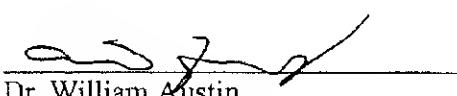
Amendment C becomes effective on November 7, 2005 and may be cancelled by either party at any time during the current or renewed contract of the President with six (6) months written notice by either party. Except for the amendment agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of Trustees and President William Austin, and previously amended on September 24, 2004 and June 16, 2005 remains in full force and effect.

Dated 11/07/2005

Board of Trustees

  
Mr. Harry Brown, Secretary

President

  
Dr. William Austin

## PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT D

Effective on November 15, 2006, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

### **PURPOSE**

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003, modified by length of contract (extended three years) on September 24, 2004, further modified on June 16, 2005 to include a special provision to provide the president with a stipend to cover expenses that are not reimbursable by policy, practice or statute, and further modified on November 7, 2005 to change Section 9 of the current contract to allow for the president to teach online courses and provide services as a dissertation chair. This will be the fourth amendment to the Employment Agreement.

### **AMENDMENT D**

The President, a party to this agreement, being very aware of the ever increasing tax burden of the citizens of Warren County, has proposed the following amendments to this agreement as a personal demonstration of his commitment toward fiscal restraint in the awarding of administrative salaries at the College.

That Section 4. Compensation, Sub-section A. Base Salary will thus be henceforth amended, entered into, and read as:

#### *A. Base Salary*

The Employee's annual base salary shall be \$134,990.00 per year by the Board in accordance with College payroll procedures.

That Section 4. Compensation, Sub-section B. Annual Adjustment to Base Salary will thus be henceforth amended, entered into, and read as:

#### *B. Annual Adjustment to Base Salary*

The Employee agrees that there will be no annual base salary increase for the period of June 30, 2007 through June 30, 2012. However, should the contract be extended beyond June 30, 2012, the original language of Section 4. Compensation, Subsection B. Annual Adjustment to Base Salary in the November 10, 2003 contract will go back into effect and commence as contract language on July 1, 2012. As illustration, on July 1, 2012, should the president have received a satisfactory evaluation for that year, 4% of base salary will be added (e.g., new base salary shall equal \$140,389.60).

That the Board of Trustees of Warren County Community College in consideration of the herein noted demonstration of fiscal restraint by the President, has on this date, November 15th, 2006 exercised their authority as a Board to extend the existing

Employment Agreement and all amendments including this one with the President for an increased term of an additional two (2) years ending on June 30, 2012.

In addition, that existing Section 2. Term, Sub-Section B. Renewal of Agreement, Sub-Section (1) Automatic Renewal shall be updated and will thus henceforth be amended, entered into, and read as:

*B. Renewal of Agreement*  
*(1) Automatic Renewal.*

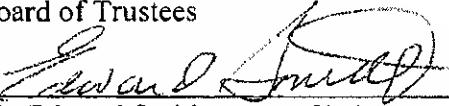
Unless notice of non-renewal is given by the Board to the Employee on or before **June 30, 2010**, the term of this Agreement shall automatically renew for a term consisting of two additional years, such renewal term commencing **July 1, 2012** to **June 30, 2014**. This automatic renewal provision shall be an integral part of any renewal term or increased term and shall apply to each consecutive renewal. By way of illustration and not of limitation, if the first automatic renewal term of July 1, 2012 to June 30, 2014 comes into effect, unless notice of non-renewal is given by the Board to the Employee on or before June 30, 2012, the term shall automatically renew for an additional two years from June 30, 2014 to June 30, 2016.

**EFFECTIVE**

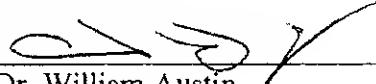
Amendment D becomes effective on November 15, 2006. Except for the amendment agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of Trustees and President William Austin, and previously amended on September 24, 2004, June 16, 2005, and November 7, 2005 remains in full force and effect.

Dated 11/15/06

Board of Trustees

  
Mr. Edward Smith, Board Chair

President

  
Dr. William Austin

## PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT E

Effective immediately, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

### **PURPOSE**

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003, modified by length of contract (extended three years) on September 24, 2004, further modified on June 16, 2005 to include a special provision to provide the president with a stipend to cover expenses that are not reimbursable by policy, practice or statute, further modified on November 7, 2005 to change Section 9 of the current contract to allow for the president to teach online courses and provide services as a dissertation chair, and further modified on November 15, 2006 to extend the length of the contract through June 30, 2012 and freeze the president's base salary at 134,990.00 per year. This will be the fifth amendment to the Employment Agreement.

### **AMENDMENT E**

As the president and the Board have mutually agreed that to be an effective president the Employee normally works more than 37.5 hours per week. In fact, the role of president often requires early morning meetings and late night meetings both on and off campus. As the president is required to perform such duties in addition to the 'normal' work week the Board agrees that the president should be able to use his internet access and computer access to handle routine personal affairs when 'on-duty,' both parties therefore agree:

That Section 6. Fringe Benefits, Sub-section B. Other Benefits, New Sub-section (4) Computer & Internet. will thus be henceforth amended, entered into, and read as:

#### *(4) Computer & Internet.*

The Employee shall be provided with a college owned or leased computer, for business and personal use during the term of this Agreement. Given the duties expected of the Employee and the fact that the Employee is frequently representing the College on nights and weekends, the Employee shall be given the right to utilize the assigned computer and internet access provided for personal communications and the Employee is exempt from use restrictions for other College computers in the College policies and procedures as may be effect from time to time. Notwithstanding the foregoing, the Employee shall abide by all laws concerning the appropriate use and operation of the computer. Specifically not exempt would be using the computer and/or internet for inappropriate activities such as gambling and/or pornography.

## **EFFECTIVE**

Amendment E becomes effective immediately and retrospectively. Except for the amendment agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of Trustees and President William Austin, and previously amended on September 24, 2004, June 16, 2005, November 7, 2005, and November 15, 2006 remains in full force and effect.

Dated 6/20/07

Board of Trustees

Betti Singh  
Ms. Betti Singh, Board Secretary

President

W.A.  
Dr. William Austin

## PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT F

Effective as soon as possible but with a date no later than October 1, 2007, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

### **PURPOSE**

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003, modified by length of contract (extended three years) on September 24, 2004, further modified on June 16, 2005 to include a special provision to provide the president with a stipend to cover expenses that are not reimbursable by policy, practice or statute, further modified on November 7, 2005 to change Section 9 of the current contract to allow for the president to teach online courses and provide services as a dissertation chair, further modified on November 15, 2006 to extend the length of the contract through June 30, 2012 and freeze the president's base salary at 134,990.00 per year, and further modified on June 20, 2007 allowing the president to use the college computer for personal business. This will be the sixth amendment to the Employment Agreement.

### **AMENDMENT E**

As the president and the Board have mutually agreed that the requirement for the college to regularly lease, purchase, or acquire and maintain a "President's Car" is an unnecessary liability on the college, they wish to amend the original agreement to compensate the president to provide his own transportation in lieu of providing a public automobile. Whereas the Board would prefer to create a system that resembles that of the one provided to all other employees for use of their personal automobiles and the Board agrees that they do wish to hold the president harmless in total compensation, both parties therefore agree:

That Section 6. Fringe Benefits, Sub-section B. Other Benefits, Sub-section (1) Vehicle. will thus be henceforth amended, entered into, and read as:

#### *(1) Vehicle.*

The Board shall pay the Employee at the commencement of this Amendment a one time lump payment to the Employee of \$2,000 to assist in the initial procurement of a replacement vehicle for the one previously provided by the college. In addition, the Board will make a monthly reimbursement to the president at the prevailing IRS rate for automobile usage for total monthly miles accumulated and reported less 10% of total monthly miles accumulated and reported (i.e., amount assumed used for personal non-college related travel). It will be the responsibility of the president to report (on normal college travel forms) the monthly miles. Each January, the Board Audit Committee Chair will review documented travel reports for the year to confirm and verify totals. In the event that the president is unable to use a personal automobile for a limited and

specified time period, he will be entitled to utilize a college provided vehicle for a temporary period.

#### **EFFECTIVE**

Amendment F becomes effective immediately with the expectation that by no later than October 1, 2007, the president will have relinquished possession of the college vehicle and have purchased and begun using his private vehicle. Except for the amendment agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of Trustees and President William Austin, and previously amended on September 24, 2004, June 16, 2005, November 7, 2005, November 15, 2006, and June 20, 2007 remains in full force and effect.

Dated

8/8/07

Board of Trustees

Betti Singh  
Ms. Betti Singh, Board Secretary

President

W. Austin  
Dr. William Austin

## **PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT G**

Effective immediately, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

### **PURPOSE**

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003, modified by length of contract (extended three years) on September 24, 2004, further modified on June 16, 2005 to include a special provision to provide the president with a stipend to cover expenses that are not reimbursable by policy, practice or statute, further modified on November 7, 2005 to change Section 9 of the current contract to allow for the president to teach online courses and provide services as a dissertation chair, further modified on November 15, 2006 to extend the length of the contract through June 30, 2012 and freeze the president's base salary at 134,990.00 per year, further modified on June 20, 2007 allowing the president to use the college computer for personal business and modified August 8, 2007 to amend the provisions of the president's automobile. This will be the seventh amendment to the Employment Agreement.

### **AMENDMENT G**

The President and the Board of Trustees mutually agree that one of the responsibilities of the President is to attend, participate in or host various activities and community events that directly or indirectly benefit Warren County Community College and the community served by the College. These activities include, but are not limited to: representation of the College at various national, state and local conferences and events, participating in various community and charitable events, meetings with local community and/or business leaders, and business meetings with Board members, faculty or staff. The Board agrees that expenses associated with the fulfilling of these Presidential duties are to be reimbursed. As questions have arisen in connection with reimbursable expenses related to other colleges and universities in New Jersey since the President's contract was initially drafted in 2003, the Board is adopting Amendment G to clarify and modify the President's contractual language as follows: The Board agrees that they do wish to hold the president harmless in total compensation, that they wish to accept all presidential expenses to date as reasonable and customary, but that they mutually agree to better define such expenses for the future, both parties therefore agree:

The following language under Section 6. Fringe Benefits, Sub-section B. Other Benefits, Sub-section (3) Travel and Entertainment Expenses will be eliminated:

(iii) Travel and Entertainment Expenses. The Board exempts the Employee from the levels of reimbursement restrictions for travel and reimbursement expenses as covered by the Board policies and procedures and/or the Policy and Procedure Manual of the College. The Board agrees to reimburse the Employee for his customary and reasonable expenses incurred in connection with performing his duties

as President of the College. Prior to reimbursement, the Employee shall submit an expense report including receipts and other documentation to the Business Services Committee of the Board for approval prior to reimbursement.

It will be substituted with the following clarifying language to codify the current practice of Presidential Expenses:

(3) Presidential Expenses. The Board exempts the Employee from the monetary levels of reimbursement for travel and reimbursement expenses as covered by the Board policies and procedures and/or the Policy and Procedure Manual of the College. The Board agrees to reimburse the Employee for the following expenses (exclusive of alcoholic beverages) incurred in connection with performing his duties as President of the College, so long as said expenses do not exceed the annual budget defined in Board Policy 102.6.5 Presidential Expense Account.

- (i) To attend events, meetings, conferences, and workshops when he is conducting WCCC business.
- (ii) Expenses for the President when he/she represents the College at professional meetings, conferences, and workshops.
- (iii) Expenses such as, luncheon and/or dinner meals defined as working meals for staff, faculty, community leaders, or other business related guests
- (iv) Travel arrangements and/or meals for Board members
- (v) Travel expenses including meals for any staff member(s) accompanying the president on business [in lieu of a separate submission of these expenses by the staff member(s)]
- (vi) All reasonable out-of-pocket expenses while traveling (transportation costs, tips, gratuities, etc.)
- (vii) Expenses related to books, periodicals or videos related to staff development. All materials purchased will be given to the college library at the conclusion of their usage.
- (viii) Reimbursement for the president's cell phone in lieu of using a College-paid cell phone.
- (ix) Expenses related to the hosting of an annual social gathering for Board Members, Foundation Directors, community leaders, and senior staff members at the President's home.
- (x) Reimbursement of ticket fees for local community events, business events and charitable events for the President and, as appropriate, his spouse.
- (xi) Meals for any college guest or speaker (e.g., in-service speaker, poet, etc.)
- (xii) Other expenses as defined and approved separately by the Board Executive Committee.

In any fiscal year where the president does not utilize college provided health insurance, the Board agrees each July to add  $\frac{1}{2}$  of the total savings to the Presidential Expense

Account and to compensate the President ½ of the total savings to cover non-customary expenses not listed above.

Nothing in this contract amendment shall restrict the Board's fiduciary responsibility to adopt and oversee an annual College budget.

**EFFECTIVE**

Amendment G becomes effective immediately. Except for the amendment agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of Trustees and President William Austin, and previously amended on September 24, 2004, June 16, 2005, November 7, 2005, November 15, 2006, June 20, 2007, and August 8, 2007 remains in full force and effect.

Dated 2/25/09

Board of Trustees

Betti Singh  
Ms. Betti Singh, Board Secretary

President

W.A.  
Dr. William Austin

## **PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT H**

Effective on December 17, 2009, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

### **PURPOSE**

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003, modified by length of contract (extended three years) on September 24, 2004, further modified on June 16, 2005 to include a special provision to provide the president with a stipend to cover expenses that are not reimbursable by policy, practice or statute, further modified on November 7, 2005 to change Section 9 of the current contract to allow for the president to teach online courses and provide services as a dissertation chair, further modified on November 15, 2006 to extend the length of the contract through June 30, 2012 and freeze the president's base salary at 134,990.00 per year through June 30, 2012, further modified on June 20, 2007 allowing the president to use the college computer for personal business, modified August 8, 2007 to amend provisions of the President's contract related to automobile expenses, modified December 19, 2008 to provide matching dollars to personal contributions of the president, and further modified February 25, 2009 to identify in writing the provisions related to accepted presidential expenses. This will be the ninth overall amendment to the Employment Agreement.

### **AMENDMENT H**

That the Board of Trustees of Warren County Community College on the seventeenth day of December, 2009 exercised their authority to amend and increase the monthly housing allowance of the President. In noting that a significant decrease in housing value had occurred since the President purchased his home, the Board desires to keep the President whole in housing equity and to change the existing contract so:

That Section 4. Compensation, Sub-Section D. Relocation Expense and Housing Allowance, Subsection (2) will thus be henceforth be amended, entered into, and read as:

(2) The Board shall pay to the Employee at the execution of this amendment and divided equally twice per month thereafter during the term of this Agreement the sum of One Thousand Five Hundred (\$1,500.00) as a housing allowance toward the Employee's cost and expense of maintaining residence in the College area.

### **EFFECTIVE**

Except for the amendment agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of

Trustees and President William Austin, and previously amended on September 24, 2004, June 16, 2005, November 7, 2005, November 15, 2006, June 20, 2007, August 8, 2007, December 19, 2008, and February 25, 2009 remains in full force and effect.

Dated: December 2009

Board of Trustees



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Mr. David Boone, Chairman of the Board

President



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Dr. William Austin

## PRESIDENT EMPLOYMENT AGREEMENT AMENDMENT I

Effective on January 13, 2010, except as otherwise noted, the Board of Trustees of Warren County Community College and the President of Warren County Community College mutually agree as follows:

### **PURPOSE**

The parties desire to amend the Employment Agreement they originally entered into on November 10, 2003, modified by length of contract (extended three years) on September 24, 2004, further modified on June 16, 2005 to include a special provision to provide the president with a stipend to cover expenses that are not reimbursable by policy, practice or statute, further modified on November 7, 2005 to change Section 9 of the current contract to allow for the president to teach online courses and provide services as a dissertation chair, further modified on November 15, 2006 to extend the length of the contract through June 30, 2012 and freeze the president's base salary at 134,990.00 per year through June 30, 2012, further modified on June 20, 2007 allowing the president to use the college computer for personal business, modified August 8, 2007 to amend provisions of the President's contract related to automobile expenses, modified December 19, 2008 to provide matching dollars to personal contributions of the president, modified February 25, 2009 to identify in writing the provisions related to accepted presidential expenses, and further modified December 17, 2009 to increase the president's monthly housing allowance by \$500 per month. This will be the tenth overall amendment to the Employment Agreement.

### **AMENDMENT I**

That the Board of Trustees of Warren County Community College on the thirteenth day of January, 2010 exercised their authority under the revised Optional Renewal to extend the existing Employment Agreement with the President for an increased term of an additional five (5) years ending on June 30, 2015.

That Section 2. Term, Sub-Section B. Renewal of Agreement, Sub-Section (1) Automatic Renewal will thus be henceforth be amended, entered into, and read as:

*B. Renewal of Agreement*  
*(1) Automatic Renewal.*

Unless notice of non-renewal is given by the Board to the Employee on or before **June 30, 2013**, the term of this Agreement shall automatically renew for a term consisting of two additional years, such renewal term commencing **July 1, 2015** to **June 30, 2017**. This automatic renewal provision shall be an integral part of any renewal term or increased term and shall apply to each consecutive renewal. By way of illustration and not of limitation, if the first automatic renewal term of July 1, 2015 to June 30, 2017 comes into effect, unless

notice of non-renewal is given by the Board to the Employee on or before June 30, 2013, the term shall automatically renew for an additional two years from June 30, 2015 to June 30, 2017. As agreed in Amendment D of the contract, the original language of Section 4. Compensation, Subsection B. Annual Adjustment to Base Salary in the November 10, 2003 contract will go back into full effect and commence as contract language on July 1, 2012. Should the president have received a satisfactory evaluation for that year, 4% of base salary shall be added (e.g., new base salary shall equal \$140,389.60).

## **EFFECTIVE**

Amendment I becomes effective immediately. Except for the amendment agreed to herein, the Employment Agreement, originally entered on November 10, 2003 between Warren County Community College Board of Trustees and President William Austin, and previously amended on September 24, 2004, June 16, 2005, November 7, 2005, November 15, 2006, June 20, 2007, August 8, 2007, December 19, 2008, February 25, 2009, and December 17, 2009 remains in full force and effect.

Dated: January 13, 2010

Board of Trustees  
  
\_\_\_\_\_  
Mr. David Boone, Chairman of the Board

President  
  
\_\_\_\_\_  
Dr. William Austin